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LaSalle Bank Northbrook
Equity Line of Credit Mortgage 7201-613549-1

This Equity Line of Credit Mortgage is made this 18th day of October, 1993 between the Mortgagee, FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, AS TRUSTEE U/I/A DATED 3/24/90 A/E/A TRUST #1133 (Herein "Borrower"), and the Mortgagee, LaSalle Bank Northbrook, a state banking association whose address is 1200 Sherman Road, Northbrook, Illinois, 60062 (Herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated October 18, 1993 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$40,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below, ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after October 5, 2000 (the "Maturity Date") together with interest thereon, may be declared due and payable in advance. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by October 5, 2013 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement as amended or modified, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 39 IN BLOCK 16 IN POPLAR HILLS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, AND PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 316/78 AS DOCUMENT 34358401, IN COOK COUNTY, ILLINOIS.

FIN: 02-19-323-039

which has the address of 4359 LIND HARRY COURT, HOFFMAN ESTATES, ILLINOIS 60195 (Herein "Property Address"):

Together with all the improvements now or hereafter erected on the property, and all covenants, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is the sole owner of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Covenants, Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- 2. Application of Payment.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.
- 3. Chargeback Loans.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attach to the Property over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgages declared by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage declared by the title insurance policy insuring Lender's interest in the Property. Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligations secured by such lien to a mortgagee acceptable to Lender, or shall in good faith (with constant such lien by, or defend enforcement of such a lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or otherwise thereof.
- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay for the sums secured by this Mortgage and any other mortgages on the Property.
The insurance carrier, providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall cover an standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to rest, repair or replacement of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is destroyed by fire, or if Borrower fails to respond to Lender within 30 days from date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration and repair of the Property or to the sums secured by this Mortgage.
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by the Mortgage immediately prior to such sale or acquisition.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rules are created by Borrower and recorded together with this Mortgage, the covenants and agreements of such rules shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rules were a part hereof.
- 6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.
Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower to Borrower by paying payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.
- 7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the contractor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by the Mortgage.
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.
- 9. Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other sums or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mortgage.
- 11. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

RE: TITLE SERVICES # R10-1535 U

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COOK COUNTY RECORDER

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12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The term of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$40,000.00 plus interest thereon and any disbursements made for payments of taxes, special assessments or insurance on the Property and interest on such disbursements (all such items to be as being hereinbefore referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's actions or inactions adversely affect any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or agreement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (i) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (ii) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 5/24/90 and known as Trust No. 2133 executes this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note or in any other instrument given in evidence of the indebtedness secured hereby shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee, if a legal owner or holder of the Note, and by every person now or hereafter claiming any right or security hereunder, and that any recovery on this Mortgage and the Note or other evidence of indebtedness secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. All the covenants and conditions to be performed hereunder by First State Bank & Trust Company of Park Ridge are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against First State Bank & Trust Company of Park Ridge, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that First State Bank & Trust Company of Park Ridge shall have no liability, co-obligation or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the premises, said premises, operation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of, or from any government order relating to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based on, or in any way related to such hazardous materials including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document in which it is attached, the provisions of this rider shall govern.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,
not personally, but solely as trustee as aforesaid

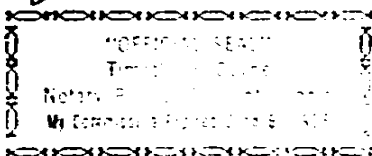
By: [Signature]
(Assistant) Trust Officer
Attest: [Signature]
(Assistant) Trust Officer

STATE OF ILLINOIS
SS.
COUNTY OF COCK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and official seal, this 21ST day of OCTOBER, 19 93

[Signature]
Notary Public



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THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
KARYL E. REGULA
LAVALLE BANK NORTHMOOK
1300 HILBURN ROAD
NORTHMOOK, ILLINOIS 60061

My Commission Expires:

Given under my hand and seal this 18th day of October, 1993.

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that personally known to me, in the name person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, AS TRUSTEE U/VIA DATED 5/24/90 AN/A TRUST (213)

In Witness Whereof, Notary has caused this Attestation

To be signed and sealed by me in and for said county and state, this 18th day of October, 1993.

16. Treasurer of County. If all or any part of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficiary interest therein is sold or transferred) without Landlord's prior written consent, Landlord may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Landlord if exercise is prohibited by the terms of the lease or if the sum of the sums of the Mortgage.

17. Assignment of Lease. Assignment of Lease by Tenant to a third party, whether or not the assignment is in writing, shall be void and of no effect unless the assignment is in writing and is approved in writing by Landlord. Landlord's approval shall be given in writing and shall be given prior to the assignment of the Property, at any time prior to the expiration of any period of redemption herein provided, or by Landlord's approval in writing, shall be given to the assignee of the Property and to collect the rents of the Property in full, and to execute all other documents necessary to carry out the duties of the assignee. All sums collected by Landlord or the assignee shall be applied first to payment of the sums secured by the Mortgage, and then to the sums secured by the lease. Landlord and the assignee shall be liable to account only for those sums actually received.

18. Without limitation of the foregoing, Notary hereby certifies that all rights of the undersigned in the Property

Property of Cook County, Illinois Notary Public's Office

